

implemented to meet the minimum requirements for information exchange needed to order and provision services to certified local exchange carriers and enhanced to support industry standards as developed for interconnection services) or another mutually agreed upon system. Within two (2) business days of NYNEX's receipt of an LSR, NYNEX shall provide ANTC the Firm Order Commitment (FOC) date according to the applicable Performance Interval Dates set forth in Attachment SQ by which the Link(s) covered by such Service Order will be installed.

14.5.2 NYNEX agrees to accept from ANTC at the time the LSR is submitted for scheduled conversion of hot cut unbundled Link orders, a desired date and time (the "Scheduled Conversion Time") in the 'AM.' **(12:01 a.m. to 12:00 noon)** or 'P.M.' **(12:01 p.m. to 12:00 midnight)** (as applicable, the 'Conversion Window') for the hot cut.

14.5.3 NYNEX shall test for ANTC dial tone at the POT Bay by testing through the tie cable provisioned between the NYNEX main distributing frame and the ANTC expanded interconnection node forty-eight **(48)** hours prior to the Scheduled Conversion Time.

14.5.4 Not less than one **(1)** hour prior to the Scheduled Conversion Time, either Party may contact the other Party and unilaterally designate a new Scheduled Conversion Time (the 'New Conversion Time'). If the New Conversion Time is within the Conversion Window, no charges shall be assessed on or waived by either Party. **If**, however, the New Conversion Time is outside of the Conversion Window, the Party requesting such New Conversion Time shall be subject to the following:

- (a) If NYNEX requests the New Conversion Time, the applicable damages as specified in Section **33.7.1.1** (as modified by the provisions of Sections **33.1** and **33.2**) shall apply.
- (b) If ANTC requests the New Conversion Time, ANTC shall be assessed a charge equal to twenty five percent **(25%)** of the applicable non-recurring charges for the first request, thirty five percent **(35%)** of the applicable non-recurring charges for the second request, and forty percent **(40%)** for the third request (as modified by the provisions of Sections **33.1** and **33.2**).

14.5.5

- (a) Except **as** otherwise agreed by the Parties for a specific conversion such as large cutovers of ten (10) lines or more that have been

negotiated, the Parties agree that the time interval expected from disconnection of NYNEX's 'live' Telephone Exchange Service to the connection of an Unbundled Network Element at the Collocation node's POT Bay will be accomplished within a window of time through the end of this Agreement of sixty (60) minutes or less. NYNEX will perform the actual physical work per circuit (i.e. the cut down of the new **cross** connect per circuit basis) within five (5) minutes, thereby enabling the end-user (at a minimum) to make out-going calls. NYNEX further agrees that the translations **work**, if required, will be accomplished within the one-hour conversion window, thereby enabling incoming calls to be received by the end-user.

(b) If a Conversion exceeds this specified interval and such delay is caused by NYNEX, until the resolution of the Service Quality Proceeding, NYNEX shall pay the applicable damages as specified in Section 33.7.1.1. Upon the resolution of the Service Quality Proceeding, NYNEX shall pay any liquidated damages specified by the PSC.

(c) If ANTC has ordered INP with the installation of a Link, NYNEX will coordinate the implementation of INP and the Link conversion during the conversion intervals at no additional charge.

14.5.6 ANTC shall access NYNEX's Unbundled Links specifically identified in this Agreement via (i) Collocation in accordance with Section 18 at the NYNEX Wire Center where those elements exist and each Link or Port shall be delivered to ANTC's Collocation node by means of a Cross Connection which in the case of Links, is included in the rates set forth in the Pricing Attachment or (ii) via such other alternative arrangement(s) as the Parties may mutually agree, or FCC rules, the Act or PSC rules may otherwise require NYNEX to allow.

14.5.7 If ANTC requests or approves a NYNEX technician to perform services in excess of or not otherwise contemplated by the Line Connection Service Charge, as specified in the Pricing Attachment of this Agreement, NYNEX may charge ANTC for any reasonable additional labor charge to perform such service. The Line Connection Charge recovers those costs incurred when wiring is required in the central office.

14.6 Monthly Unbundled Link Charges for New York

14.6.1 The monthly unbundled link rate is as set forth in the Pricing Attachment.

14.6.2 Nothing in this Agreement shall be construed to imply that ANTC agrees that the monthly unbundled link rate(s) referenced in Section 14.6.1 is a reasonable or appropriate charge for unbundled links.

14.6.3 Links will be offered on the terms and conditions specified herein. NYNW shall make links available to ANTC at the rates specified in the Pricing Attachment, as subsequently determined by the PSC. During the **Term**, ANTC shall have the right to any rates established by a decision of the PSC regarding ~~permanent~~ monthly link rates which ~~is~~ issued subsequent to the date of this Agreement (as modified by any rulings by the FCC or appeals ruled upon in any federal or state court of competent jurisdiction).

15.0 OTHER UNBUNDLED NETWORK ELEMENTS

15.1 Availability of Other Network Elements on an Unbundled Basis

(a) NYNW shall, upon request of ANTC, at any technically feasible point provide to ANTC access to its Network Elements on an unbundled basis for the provision of ANTC's Telecommunications Service. Any request by ANTC for access to a NYNEX Network Element that ~~is~~ not already available shall be treated as a Network Element Bona Fide Request. Network Elements that are available to another Telecommunications Carrier shall be made available to ANTC either (i) through terms and conditions agreed to by the Parties or (ii) in accordance with Attachment **EFR**. ANTC shall provide NYNEX access to ~~its~~ Network Elements as mutually agreed by the Parties or ~~as~~ required by the Act, PSC or FCC.

(b) ANTC shall access NYNEX's Unbundled Network Elements specifically identified in this Agreement via (i) Collocation in accordance with Section 18 at the NYNEX Wire Center where those elements exist and each Link or Port shall be delivered to ANTC's Collocation node by means ~~of~~ a Cross Connection which in the case of Links, ~~is~~ included in the rates set forth in the Pricing Attachment or (ii) via such other alternative ~~arrangement(s)~~ as the Parties may mutually agree, or FCC rules, the Act or PSC rules may otherwise require NYNEX to allow.

15.2 Unbundled Interoffice Transmission Facilities

During the term of this Agreement NYNEX shall provision and charge for Interoffice Transmission Facilities (~~"IOF"~~) as set forth in Attachment ~~IOF~~ hereto and under the terms and conditions of **this** Agreement.

16.0 RESALE – SECTIONS 251(c)(4) and 251(b)(1)

16.1 Except as otherwise provided in this Section 16 or in this Agreement, NYNEX shall offer to ANTC for resale at wholesale rates its local exchange telecommunications services, as described in Section 251(c)(4) of the Act, at the rates set forth in the Pricing Attachment, subject to the terms and conditions of NY PSC Tariff No. 915. ANTC may also obtain at the discount

rates set forth in the Pricing Attachment any volume and discount plan offered to any other reseller (including but not limited to any **LSO**, special toll, single customer tariff or **ICB** offered).'

16.2 Term and Volume Discounts

Upon request, NYNEX agrees to negotiate term and volume discounts for resold retail services. ANTC may obtain any term and volume discount made available to any other carrier on the same terms and conditions agreed to between that carrier and NYNEX.

16.3 Disclosure of ANTC Information to Other Resellers or to NYNEX Retail Marketing Personnel

16.3.1. General Rule - Subject to the following paragraph 16.3.2, and subject to the provisions set forth in Section 36 of this Agreement, neither NYNEX personnel involved in the marketing or sales of services to end user customers, nor other Resellers, will have access to information defined as Proprietary information under Section 36 of this Agreement provided by ANTC under this Agreement.

16.3.2. Exceptions:

(1) Paragraph 16.3.1, above, shall not prohibit the disclosure to any local exchange carrier (including NYNEX or any other carrier) of the fact that a particular end user who was previously a customer of such carrier, is no longer one of its customers.

(2) Paragraph 16.3.1, above, shall not prohibit the use by NYNEX of aggregate data relating to sales to all resellers in a particular geographic area for any legitimate business purpose of NYNEX.

(3) Paragraph 16.3.1, above, shall not preclude the disclosure to NYNEX retail marketing personnel or to other resellers of information pertaining to a reseller's customer where the customer consents to and authorizes such disclosure pursuant to applicable Law.

(4) Paragraph 16.3.1, above, shall not prohibit attempts to sell NYNEX services by NYNEX service technicians or other such operational employees who have access to information relating to specific orders placed by ANTC under this agreement (or other Proprietary Information as defined in Section 36 of this Agreement), so long as:

(a) the employee spends a de minimis amount of his or her time involved in the marketing or sales of NYNEX services,

(b) the employee does not utilize ANTC information in **such** sales attempt.

(5) In the case of a customer who chooses to switch his/her/its service from a reseller to NYNEX, or to another reseller, Paragraph 16.3.1 above shall not prohibit the disclosure to NYNEX marketing personnel, or to such other reseller, of information necessary to enable NYNEX or such other reseller to assume the account, including the customer's service configuration and Billed Name and Address.

(6) Paragraph 16.3.1 above shall not preclude the disclosure to NYNEX marketing personnel of the identity of the reseller providing service to an end user for the purpose of responding to a question from the end user about the identity of his/her/its service provider.

16.4 Disclosure of Customer Information

16.4.1. General Rule - Subject to the following paragraph 16.4.2, NYNEX **will** not provide information on any end user customer to a reseller without the consent and authorization of **such** customer.

16.4.2. Exceptions:

(1) If a NYNEX end user subsequently becomes an end user of a reseller, NYNEX will provide the reseller with the ability to access the CSR and all information contained therein to enable it to assume the end user's account, including the customer's service configuration and Billed Name and Address.

(2) Paragraph 16.4.1 above shall not preclude disclosure of information pursuant to industry-wide arrangements for the exchange of information on end user credit histories, consistent with PSC requirements.

16.4.3. Evidence of End User Consent and Authorization. Where NYNEX identifies that end user consent is required for the disclosure of information, NYNEX will obtain consent and authorization from the end user in any manner approved by the PSC.

16.5 If an electronic interface used to exchange information and perform other functions as specified in Section 23 of this Agreement is rendered inoperable, the Parties will comply with the requirements of Section 23.3.

16.6 Alternate Billing to Third Numbers.

16.6.1 Calls on NYNEX resold Lines using NYNEX's Operator Services. The following procedures shall apply for Alternately Billed Calls which are local calls or ~~intra~~LATA toll calls carried by NYNEX and originating or terminating over a NYNEX line (a) which has been resold by ANTC pursuant to the terms of this Agreement and (b) for which NYNEX *is* providing operator and directory assistance services: ,

16.6.1.1 ANTC Originating Call charged to Customer Served by a NYNEX Line.

In the ~~case~~ of a call which originates from an A M C Customer being served by a resold line in the NYNEX territory within New ~~York~~ (hereinafter 'ANTC Customer Resold Line') which ~~is~~ charged to a retail Customer served by a NYNEX line including a resold line in NYNEX territory within New York (hereinafter 'NYNEX New York Territory'), NYNEX shall record and process such call, and transmit to ANTC an unrated call record. ANTC shall rate such call for purposes of charging the retail Customer and send ~~such~~ rated record to NYNW or a resale carrier designated by NYNEX in billable ~~form~~ for billing and collection purposes, at which point ANTC shall have no further responsibility for billing or collecting for such call for NYNEX retail Customers. NYNEX, for NYNEX retail Customers only, shall pay ANTC for such call ~~the~~ billed amount ~~less~~ the billing and collection fee specified in the Pricing Attachment. ANTC shall pay NYNEX for the call at the wholesale discount rate set forth in the Pricing Attachment ~~as~~ billed on the wholesale bill.

16.6.1.2 NYNEX Originating Call charged to ANTC Customer.

In the ~~case of~~ a call which originates from a NYNEX retail Customer within New York and is charged to an ANTC Customer Resold Line, NYNEX shall record and process such call and rate ~~such~~ call for purposes of charging ANTC's Customer. NYNEX shall send ~~such~~ rated record to ANTC in billable ~~form~~ for billing and collection purposes, at which point NYNEX shall have no further responsibility for billing or collecting for such call. ANTC shall pay NYNEX for such call ~~the~~ billed amount ~~less~~ the billing and collection fee specified in the Pricing Attachment.

16.6.1.3 ANTC Originating Call charged to Other Carrier.

In the case of a call which originates from an ANTC Customer Resold Line which is charged to a customer of a third party telecommunications carrier outside of NYNEX New York Territory, NYNEX shall

record and process such call and transmit to ANTC an unrated call record, at which point NYNEX shall have no further responsibility for rating, billing, or collecting for such call. ANTC shall pay NYNEX for **such call** at the wholesale discount rate set forth in the Pricing Attachment as billed on the wholesale bill.

16.6.2 Calls on NYNEX Resold Lines Using Operator Services. The following procedures shall apply for Alternately Billed calls which are local calls or IntraLATA toll calls carried by NYNEX and originating or terminating over a NYNEX line (a) which has been resold by ANTC pursuant to the terms of this Agreement and (b) for which NYNEX is not providing operator and directory assistance services:

16.6.2.1 ANTC Originating Call Charged to NYNEX Customer. In the case of a call which originates from an ANTC Customer Resold Line and is charged to a NYNEX retail Customer within NYNEX New York Territory, ANTC shall record and process such call at its OSPS and rate such call for purposes of charging NYNEX's Customer and send such rated record to NYNEX in billable form for billing and collection purposes, at which point ANTC shall have no further responsibility for billing or collecting for such call. NYNEX shall pay ANTC for such call the billed amount less the billing and collection fee as specified in the Pricing Attachment. ANTC shall pay charges for Customized Routing on an ICB basis. Appropriate Reciprocal Compensation charges for terminating to a NYNEX line will apply pursuant to Section 7 of this Agreement.

16.6.2.2 NYNEX Originating Call charged to ANTC Customer. In the case of a call which originates from a NYNEX retail Customer within New York and is charged to an ANTC Customer Resold Line, NYNEX shall record and process such call and rate such call for purposes of charging ANTC's Customer. NYNEX shall send such rated record to ANTC in billable form for billing and collection purposes, at which point NYNEX shall have **no** further responsibility for billing or collecting for such call. ANTC shall pay NYNEX for such call the billed amount less the billing and collection fee specified in the Pricing Attachment.

16.6.2.3 ANTC Originating Call charged to Other Carrier. In the case of a call which originates from an ANTC Customer Resold Line which is charged to a customer of a third party telecommunications carrier providing services outside of NYNEX New York Territory, ANTC shall record and process such call. ANTC shall pay charges for Customized Routing on an ICB basis. Appropriate Reciprocal Compensation charges for terminating to a NYNEX line will apply pursuant to Section 7 of this Agreement:

16.6.3 Calls Billed to NYNEX Resold Lines and Carried through CMDS and CATS. The following procedures shall apply for Alternately Billed

Calls which are local calls or intraLATA toll calls billed through the Centralized Message Distribution System ('CMDS') and originating or terminating over a third company's line and charged to a NYNEX line which has been resold by ANTC pursuant to the terms of this Agreement.

16.6.3.1 Calls Carried through CMDS and CATS. For a call which originates and terminates outside of NYNEX New York Territory and is charged to an ANTC Customer Resold Line, NYNEX **shall** provide to ANTC the information and charges with respect to such call received from the out-of-region telecommunications carrier via the daily usage feed. NYNEX shall have no further responsibility for rating, billing and collecting for such call. ANTC shall pay NYNEX for such call an amount equal to the amount charged to NYNEX through the CATS settlement process by such out-of-region telecommunications carrier with respect to such call as billed on the wholesale bill and a Call Usage Detail Service charge in accordance with the Pricing Attachment

16.6.4 Administrative Matters

All other matters relating to the rating, billing, payment and transmission of records with respect to Alternately Billed Calls which are not set forth above, including, without limitation, the timing of payments and billings, the frequency of transmission of records and the eligibility of messages for billing, shall be governed by the other applicable provisions of this Agreement

16.6.5 Other Alternate Billed Calls.

A NYNEX territory intraregion Alternate Billed Call clearinghouse will be used for settling Alternately Billed Calls for facility-based and unbundled Network Element purposes and, to the extent it can be implemented, for calls originating or charged to an ANTC Customer Resold Line (including NYNEX lines resold by third party carries within New York).

16.7 The terms and conditions of the NYS PSC 915 Tariff, as may be modified from time to time, shall govern and control the provisioning of Wholesale Services, except that the parties agree that Sections 6.5.2, 6.5.3, 6.5.4, 6.6.2, 16, 26.9, 32, 33, 40 and Attachment ADR of this Agreement shall control in the event of a conflict with the terms and conditions of the NYS PSC 915 Tariff. In addition, and except as provided in Section 26.9, the Parties further agree that all payment terms and billing disputes shall be governed by the terms and conditions of the NYS PSC 915 tariff, notwithstanding anything to the contrary set forth in Section 37.2, except that the Parties agree that any unresolved dispute shall be determined in accordance with the ADR provisions of this Agreement

17.0 NOTICE OF CHANGES – SECTION 251(c)(5)

If a Party makes a change in its network which it believes will materially affect the inter-operability of its network with the other Party's network, the Party making the change shall provide at least ninety (90) Days advance written notice of such change to the other Party, or at such earlier date as the Party notifies its affiliates, customers, or other carriers.

18.0 COLLOCATION – SECTION 251(c)(6)

18.1 Upon request, NYNEX shall provide to ANTC Physical Collocation or virtual collocation (as allowed by Law) for its transport facilities and equipment, pursuant to the rates, terms and conditions set forth herein and the relevant rates, terms and conditions set forth in NYNEX's applicable tariffs on file with the FCC and the PSC as necessary for Interconnection (pursuant to Section 4) or for access to unbundled Links (pursuant to Section 14) or other Unbundled Network Elements (pursuant to Section 15). Upon a Network Element Bona Fide Request pursuant to Attachment BFR hereto, NYNEX shall allow alternate collocation arrangements to the extent technically practical and subject to available space, including as may be requested by ANTC to permit ANTC: (i) to occupy less than one-hundred (100) square feet of NYNEX's standard collocation space under NYNEX's applicable tariffs, (ii) to install ANTC owned facilities and equipment in a secure alternate enclosure that conforms with NYNEX's standards for health, safety, security power and engineering, or (iii) such other reasonable alternate arrangements, the terms and conditions of which shall be determined pursuant to the Network Element Bona Fide Request process. NYNEX shall not unreasonably withhold agreement to provide such alternate arrangements.

18.2 ANTC agrees to provide pursuant to tariff, or agreement upon NYNEX's Network Element Bona Fide Request, Collocation of NYNEX equipment for purposes of NYNEX's Interconnection (pursuant to Section 4) at comparable rates, terms and conditions as ANTC may provide to other third parties. ANTC shall provide such Collocation subject to ANTC's applicable tariffs or contracts.

18.3 The Parties agree that during the term of this Agreement ANTC may install in its collocated space remote switching modules ("RSMs") solely for the purposes of performing concentration functions. ANTC represents to NYNEX that such equipment will not be used for or perform any switching functions. ANTC agrees that if it elects to install an RSM as a concentrator in collocation space, the terms and conditions of such collocation will be determined based upon NYNEX's reasonable engineering standards (which generally will follow the vendor's specifications for such equipment) to the extent those standards and their application are consistent with Section 251(c)(6) of the Act. In addition,

ANTC agrees to pay to NYNEX reasonable costs attendant with the collocation of such equipment (determined in accordance with the pricing standards of the Act), including preparation and maintenance of the space.

18.4 ANTC may install equipment allowed by Law inside collocation spaces in accordance with the requirements set forth in Section 251(c)(6) of the Act, NYNEX's applicable tariffs, and NYNEX's engineering, safety and power requirements unless and until the FCC or the PSC determines that incumbent LECs need not permit collocation of such equipment,

18.5 To the extent any equipment ANTC installs in the collocation space is later determined by the FCC or the PSC not to be allowed inside the collocation space, NYNEX will allow ANTC a reasonable transition period for removing or replacing such equipment.

18.6 To the extent ANTC elects, pursuant to Section 38 of this Agreement, other terms and conditions for collocation not specified in this Agreement, the rates, terms and conditions of Sections 18.1 and 18.3-5 herein shall be incorporated into that agreement

18.7 The Collocating Party shall provide its own or leased transport facilities and terminate those transport facilities in equipment located in its Physical Collocation space at the Housing Party's premises as described in applicable tariffs or contracts, and purchase Cross Connection to services or facilities as described in applicable tariffs or contracts. Transport facilities may be leased from NYNEX under terms and conditions set forth Subsection 15.2

19.0 NUMBER PORTABILITY - SECTION 251(b)(2)

19.1 Scope

19.1.1 The Parties shall provide Number Portability on a reciprocal basis to the extent technically feasible, and in accordance with rules and regulations as from time to time prescribed by the FCC and/or the PSC.

19.1.2 Until Number Portability is implemented by the industry pursuant to regulations issued by the FCC or the PSC, the Parties agree to provide Interim Telephone Number Portability ("INP") to each other through remote call forwarding, route indexing, and full NXX code migration at the prices listed in the Pricing Attachment

19.1.3 Once Number Portability is implemented pursuant to FCC or PSC regulation, either Party may withdraw, at any time and at its sole discretion, its INP offerings, subject to advance notice to the other Party and coordination to allow the seamless and transparent conversion of INP Customer numbers to

Number Portability. Upon implementation of Number Portability pursuant to FCC regulation, both Parties agree to conform to and provide such Number Portability.

19.2 Procedures for Providing INP Through Remote Call Forwarding

ANTC and NYNEX will provide INP through Remote Call Forwarding as follows:

19.2.1 A Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). The Customer elects to utilize the original telephone number(s) corresponding to the Exchange Service(s) it previously received from Party A, in conjunction with the Exchange Service(s) it will now receive from Party B. Upon Party B's receipt of a signed letter of agency from the Customer (and an associated service order) assigning the number to Party B, Party A will implement an arrangement whereby all calls to the original telephone number(s) will be forwarded to a new telephone number(s) designated by Party B. Party A will route the forwarded traffic to Party B over the appropriate Telephone Exchange Service Trunks as if the call had originated on Party A's network,

19.2.2 Party B will become the customer of record for the original Party A telephone numbers subject to the INP arrangements. Party A shall use its reasonable efforts to consolidate into as few billing statements as possible all collect, calling card, and third number billed calls associated with those numbers, with sub-account detail by retained number. At Party B's sole discretion, such billing statement shall be delivered to Party B in an agreed-upon format via either electronic file transfer, daily magnetic tape, or monthly magnetic tape.

19.2.3. The Parties shall provide all available relevant call billing detail for collect, calling card and 3rd-number billed calls associated with those numbers. The call billing detail, once received by Party A, shall be delivered on no less than a monthly basis. The Parties may, upon mutual agreement, make use of third-party arrangements for the settlement of collect, calling card, and third number billed calls.

19.2.4. Party A will update its Line Information Database ("LIDB") listings for retained numbers, and restrict or cancel calling cards associated with those forwarded numbers as directed by Party B.

19.2.5. Within two (2) business days of receiving notification from the Customer, Party E shall notify Party A of the Customer's termination of service with Party B, and shall further notify Party A as to that Customer's instructions regarding its telephone number(s). Party A will reinstate service to

that Customer, cancel the INP arrangements for that Customer's telephone number(s), or redirect the INP arrangement to another INP-participating-LEC pursuant to the Customer's instructions at that time. The Parties agree to work cooperatively to ensure that the Customer's service is not interrupted whenever possible.

19.3 Procedures for Providing INP Through Route Indexing

Upon mutual agreement, NYNEX will deploy a Route Index arrangement which combines direct trunks, provisioned between NYNEX and ANTC's End Offices, with trunk side routing translations and full functionality for those CLASS services available to NYNW in the NYNEX switch. Under this arrangement, inbound calls to a ported number will be pointed at a route index that sends the call to a dedicated trunk group, built as a direct final, for the sole purpose of facilitating completion of calls to a ported number. NYNEX will coordinate with ANTC to provide this solution in a mutually agreeable and administratively manageable manner (e.g., NXX level) so as to minimize switch resource utilization for both Parties.

19.4 Procedures for Providing INP Through Full NXX Code Migration

Where either Party has activated an entire NXX for a single Customer, or activated a substantial portion of an NXX for a single Customer with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such Customer chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables; etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times for movements of NXXs from one switch to another.

19.5 Other Interim Number Portability Options

ANTC may also request Direct Inward Dial Trunks pursuant to applicable tariffs. If information or interim number portability is made available to any Party for information services traffic (e.g., 976), it will be made available to ANTC,

19.6 Receipt of Terminating Switched Exchange Access Compensation on Traffic to INP'ed Numbers

19.6.1 The Parties shall individually collect and track and quantify INP traffic between their networks based on the CPN of each call by the identifying CPNs which are INP'ed numbers. To the extent the receiving Party is entitled to payment of interexchange carrier access charges on a meetpoint

billing like arrangement, the receiving Party shall charge the performing Party for interexchange carrier traffic at the INP TrafficRate specified in Section 19.8 in lieu of any other compensation charges for terminating such traffic. Charges set forth in Section 19.8 below shall apply until the performing Party is able to supply EMR records to the receiving Party, so that the receiving Party may bill its own access charges to the IXC, or until network or regulatory changes dictate that these charges either. (1) no longer apply, or (2) must be modified.

19.6.2 By the Interconnection Activation Date in each LATA, the Parties shall jointly estimate for the prospective year, based on historic data of all traffic in the LATA, the percentages of **such** traffic that if dialed to telephone numbers bearing NPA-NXX's directly assigned to the receiving Party (as opposed to the INP'ed numbers) would have been subject to (i) appropriate intrastate FGD charges ('Intra Traffic'), or (ii) interstate FGD charges ('Inter Traffic'). On the date which is six (6) months after the Interconnection Activation Date, and thereafter on each succeeding six (6) month anniversary of **such** Interconnection Activation Date, the Parties shall establish new INP traffic percentages to be applied in the prospective six (6) month period, based upon actual INP traffic percentages from the preceding six (6) month period. The rates described below shall be updated every six (6) months and whenever there is a change in the underlying access charge or reciprocal compensation rates or as required by the PSC or FCC.

19.7 The Parties agree that the receiving Party is entitled to receive its appropriate share of access revenues billed to IXCs by the performing Party, when such IXC traffic is terminating through numbers which have been ported to the receiving Party. The Parties further agree that the amount to be shared will be a flat dollar amount per month per ported residence line and a flat dollar amount per month per ported business line, as reflected in the Pricing Attachment. The Party providing the last point of end office switching is entitled to collect the Residual Interconnect Charge ("RIC") element.

19.8 The following describes the method by which the Parties will calculate the amount of revenues to be shared:

(a) Determine the average terminating IXC MOUs (combined intrastate and interstate) separately for residence and business customers per line per month.

(b) Using the factors for percent interstate usage and percent intrastate usage, split the combined terminating usage for residence into interstate and intrastate, and intraLATA where applicable, volumes. Similarly, split the combined terminating usage for business into interstate and intrastate volumes. The jurisdictional percentages may be weighted averages across a LATA, state or market area,

(c) Using the volumes calculated immediately above, calculate the average revenue per ported residence line per month and the average revenue per ported business line per month, using the appropriate receiving Party interstate and intrastate terminating Carrier Common Line ("**CCL**") and Residual Interconnection ("**RIC**") rate elements, and subtracting reciprocal compensation charges paid by the performing Party to the receiving Party for those same minutes.

19.9 This surrogate method will no longer apply to **IXC** traffic terminating through performing Party end offices when the receiving Party can directly bill through its end offices for these revenues.

20.0 NUMBER RESOURCES ASSIGNMENTS

NYNEX shall continue to assign to ANTC **NXX** codes in accordance with national guidelines and in a manner consistent with **FCC** rules (and in party with how it provides **NXX** codes to itself, its affiliates, and other carriers) at no charge.

21.0 DIALING PARITY – SECTION 251(b)(3)

NYNU: shall provide Local Dialing Panty as required by Law.

22.0 ACCESS TO RIGHTS-OF-WAY – SECTION 251(b)(4)

Each Party shall provide within a reasonable time period (which shall be determined on a case by case basis) the other Party access to the poles, ducts, rights-of-way and conduits it **owns** or **controls**, to the extent permitted by Law and as required by Section 224 of the Act or any PSC Order or practice, on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's applicable tariffs and/or standard agreements with **such** entities.

23.0 DATABASES AND SIGNALING

23.1 Pursuant to applicable tariffs, NYNEX shall provide ANTC with interfaces to access NYNEX's databases, including **LIDB** and 8001888, as well **as** DCAS for ordering and provisioning purposes, and associated signaling necessary for the routing and completion of **ANTC's traffic**. Parties shall continue to define and delineate the interfaces needed for the provision of Wholesale Services, Network Elements, or other facilities or services provided hereunder.

23.2 NYT shall provide ANTC, at ANTC's request, any Operations Support Services ("OSS")/Electronic Interfaces as required under the Act. Upon ANTC's reasonable request, NM shall provide ANTC with information regarding non-proprietary changes to NYT's OSS systems or proposed developments of NYT's OSS systems as it moves forward in meeting national standards for OSS.

23.3 If an electronic interface used to exchange information and gain access to functionality necessary for Pre-Ordering, Service Ordering, Provisioning, Maintenance, Billing, and Repair is rendered inoperable for any of these functions, the Parties agree to (i) work cooperatively to expeditiously correct this situation and (ii) invoke interim interface methodologies required to support the affected function. These interim methodologies will be mutually agreed upon and documented in a reciprocal intercompany operations guide to be completed by the Parties within ninety (90) Days after the Effective Date of Agreement..

24.0 REFERRAL ANNOUNCEMENT

When a Customer changes its service provider from NYNEX to ANTC, or from ANTC to NYNEX, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement ('Referral Announcement') on the abandoned telephone number which provides details on the Customer's new number. Referral Announcements shall be provided reciprocally, free of charge to either the other Party or the Customer, for a period of not less than one hundred and eighty (**180**) Days after the date the Customer changes its telephone number in the case of business Customers and not less than ninety (90) Days after the date the Customer changes its telephone number in the case of residential Customers. However, if either Party provides Referral Announcements for a period different than the above respective periods when its Customers change their telephone numbers, such Party shall provide the same level of service to Customers of the other Party.

25.0 DIRECTORY AND OPERATOR SERVICE ARRANGEMENTS

NYNEX will provide certain directory services to ANTC as defined herein. In this Section 25, references to ANTC Customer telephone numbers means telephone numbers falling within NXX codes directly assigned to ANTC and to numbers which are retained by ANTC on the Customer's behalf pursuant to Interim Telephone Number Portability arrangements described in Section 19.

25.1 Directory Listings and Directory Distributions

25.1.1 NYNEX will include ANTC's Customers telephone numbers in all of its "White Pages" and "Yellow Pages" directory listings (including

electronic databases) and directory assistance databases associated with the areas in which ANTC provides services to such Customers, and will distribute such directories to such Customers, in an identical and transparent manner in which it provides those functions for its own Customers' telephone numbers.

25.1.2 NYNEX will include all ANTC NXX codes on appropriate existing calling charts in the NYNEX Customer Guide section of the directory in the same manner as it provides this information for its own NXX codes.

25.1.3 ANTC will provide NYNEX with its directory listings and daily updates to those listings (including new, changed, and deleted listings) in a mutually agreed upon format at no charge.

25.1.4 NYNEX will accord ANTC's directory listing information the same level of confidentiality which NYNEX accords its own directory listing information.

25.1.5 NYNEX shall provide ANTC at no charge with (i) one basic single line white and yellow page directory listing per business Customer number, or one basic single line white page directory listing per residence Customer number, (ii) directory distribution for ANTC Customers, and (iii) listings of ANTC Customers in the directory assistance database. Any other directory listing service that NYNEX provides to its own customers will be provided at the appropriate charge pursuant to applicable tariffs.

25.1.6 NYNEX will provide ANTC with a report of all ANTC Customer listings ninety (90) Days prior to directory publication in such form and format as may be mutually agreed to by both parties. Both Parties shall use their best efforts to ensure the accurate listing of such information.

25.1.7 NYNEX shall provide ANTC with the same level of damages and remedies available to NYNEX's end users should NYNEX fail to meet its obligations set forth in sections 25.1.-25.1.6. If, through no fault of ANTC or its end user, (i.e., ANTC reviewed the verification report sent by NYNEX and indicated an error which NYNEX did not correct), NYNEX fails to include an ANTC end user listing in any applicable directory or database, then NYNEX shall provide ANTC with a letter that ANTC can share with its customer indicating that the failure was not due to ANTC's actions. The Parties shall, within ninety (90) Days of the execution of this Agreement, agree on template language for such a letter, as well as template language for the cover letter which will be sent by ANTC to the affected customer.

25.1.8 Yellow Page Maintenance

NYNEX will work cooperatively with ANTC so that yellow page advertisements purchased by Customers who switch their service to ANTC (including Customers utilizing Interim Telephone Number Portability) are maintained without interruption. NYNEX will allow ANTC Customers to purchase new yellow pages advertisements without discrimination, under the identical rates, terms and conditions that apply to NYNEX's Customers.

25.1.9 Information Pages

NYNEX will include in the 'Information Pages' or comparable section of its White Pages Directories for areas served by ANTC, listings provided by ANTC for ANTC's installation, repair and customer service and other service-oriented information, including an appropriate identifying logo. The size and display of such listings shall be the same as that provided by NYNEX to other LECs and resellers and shall appear in the manner that such information appears for subscribers of NYNEX and other LECs. NYNEX shall not charge ANTC for inclusion of this information.

25.1.10 ANTC agrees to take reasonable actions, in accordance with prevailing industry standards, to limit its liability and that of its service providers (*i.e.*, NYNEX) with ANTC's Customers for any errors or omissions in any listing published hereunder for ANTC's Customer (*e.g.*, limiting liability to no more than the cost of service). Nothing in this subsection shall in any way limit the indemnification obligations of NYNEX under Section 31 of this Agreement.

25.2 Directory Assistance ("DA") and Operator Services

At ANTC's election, NYNEX will provide Directory Assistance to ANTC end users on behalf of ANTC pursuant to the following terms and conditions:

25.2.1 NYNEX will offer Directory Assistance ("DA") service to ANTC's customers served by ANTC's own switch over separate trunk groups ordered by ANTC to the NYNEX Traffic Operation Position System ("TOPS") switch(es) as specified by NYNEX. Access to the NYNEX DA platform from ANTC's local switch requires that ANTC utilize Feature Group C ("FG-C") . Modified Operator Services Signaling. The ~~IOF~~ mileage rate for the facility will be based on airline mileage using V&H coordinate methods from the **ANTC** location to the nearest NYNEX TOPS. Trunk terminations at the TOPS switch(es) require ANTC to purchase trunk ports at rates specified in the Pricing Attachment. For each trunk group ANTC must indicate the DA option selected as set forth in **25.2.3** (a) immediately following. NYNEX also provides ANTC, using the unbundled local switching element, access to this optional service

either through dedicated IOF and trunk **ports** or on shared operator service trunks between the end office in which they have unbundled local switching ports and the TOPS switches. Additional per minute of use ("MOU") local switching charges will apply for all calls which **interconnect** from the unbundled local switching ports to the NYNEX TOPS **as** described in the Pricing Attachment

25.2.2 Directory Assistance

(a) NYNEX shall provide ANTC end users access to Telephone Directory Assistance operators via 411, **555-1212** or 1+ (NPA)-**555-1212** dialing.

(b) Rates for requests for **Directory Assistance** will be billed to ANTC and are set forth in the Pricing Attachment. ANTC **will not** receive any Directory Assistance call allowances.

25.2.3 Directory Assistance with Branding

At ANTC's election, NYNEX shall provide branded DA

(a) ANTC shall select one ~~of~~ the three options for the branding announcement. ANTC may change its selection upon request with reasonable notice and NYNEX shall promptly comply.

(i) ANTC may provide NYNEX with a **ANTC** branded, introductory Directory Assistance and Operator Services announcement which will be played for all ANTC end users completing DA or Operator Services **calls** over the trunk group to the NYNEX TOPS.

(ii) ANTC may request NYNEX branded announcement

(iii) ANTC may request an unbranded, generic announcement

(b) This announcement message may be a maximum of **eighteen (18)** seconds and may be recorded by ANTC or, at **ANTC's** request, by NYNEX. A minimum of two (2) audio cassette recordings of ~~the~~ ANTC branding announcement must be forwarded to NYNEX

(c) Rates for requests for **Directory Assistance** with branding will be billed to **ANTC** and are set forth in ~~the~~ Pricing Attachment.

25.3 Directory Assistance Call Completion ('DACC')

NYNEX shall provide, at ANTC's election, automatic connection of a ANTC end user calling NYNEX DA to the published telephone number requested pursuant to the terms set forth below.

(a) After the NYNEX DA operator provides the requested number, a recorded service message will offer to connect the caller to that number for a specified additional charge.

(b) The caller can accept the offer for DACC by depressing a button (touch tone) or responding by voice (dial), **as** instructed by the voice message.

(c) The DACC charge will apply **as** set forth in the Pricing Attachment. In addition, for calls originating from a facilities-based ANTC switch or for calls from ANTC unbundled local switching line ports, there will be charges to terminate the call from the TOPS tandem to the called party. These include the per minute of use Unbundled Tandem Transport Charge (**'UTTC'**) assessed for each call transported between the TOPS tandem and the end office, the per minute of use Tandem Transit Switching Charge (**'TTSC'**) assessed for each call that traverses a NYNEX tandem switch, and the appropriate per minute of use charges for reciprocal compensation (**'UNRCC'** or **'UCRCC'**) depending on the terminating end office switch, as set forth in the Pricing Attachment.

(d) DACC is available to ANTC Customers and from public telephones on a collect, bill to third number or calling card basis. The appropriate charge based on the billing option used **will** apply in addition to the DACC charge.

(e) DACC is available with **all** telephone numbers in the NYNEX DA database except: (i) non-published telephone numbers, (ii) interLATA numbers and (iii) 700, 800 and 900 numbers.

(f) When a caller requests more than one number for Directory Assistance, DACC is offered only for the first eligible listing that **was** selected by the operator.

(g) The DACC charge applies only to calls actually completed.

(h) The DACC charge will be **credited** for completion of calls to the wrong number, incomplete connections or calls with unsatisfactory transmission as set forth in Section **25.4** herein.

25.4 Directory Assistance Credits

A credit allowance will apply to **ANTC** for directory inaccessibility, wrong numbers, cut-offs or poor transmission. When the **ANTC** end user reports to the **NYNEX** directory assistance operator such a call and the number requested, the number provided and the reason the number provided is incorrect, the number of calls for which a credit will apply will be developed by the **NYNW** DA operator and credited to **ANTC** identifying the specific **ANTC** end user to whom the credit applies.

25.5 Direct Access to Directory Assistance ('DADA')

Direct **Access** to Directory Assistance ('DADA') is a database service that provides for access to **NYNEX** listings by a **ANTC** operator. The DADA database is a physically distinct entity from the **NYNW** DA database, populated with identical listing data, and updated from the same source on a daily basis.

25.5.1 **ANTC** is required to arrange for interconnection to the database. **NYNEX** will interconnect at any technically feasible point designated by **ANTC**.

25.5.2 **NYNW** will provide **ANTC** with a User Guide for training its agents.

25.5.3. Rates and Charges for DADA are set forth in the Pricing Attachment

25.6 Inward Operator Services

Inward Operator Services enables the **ANTC** end user or its operator service provider to be connected to the **NYNEX TOPS office(s)** for the purpose of providing operator services to their end users.

25.6.1 There are two types of Inward Operator Services:

(a) Busv Line Verification ('BLV'):

BLV is an option where, at the request of **ANTC's** end user or its operator service provider, a **NYNEX** operator will attempt to determine the status of an exchange service line (e.g., conversation in progress, available to receive a call or out of service) and report to **ANTC's** end user or its operator service provider.

(b) Busy Line Verification/Interrupt ("BLV/I")

BLV/I is an option where, at the request of ANTC's end user or its operator service provider, a NYNEX operator determines and reports that a conversation is in progress on an exchange service line and subsequently interrupts such conversation to request that the conversation be terminated so that ANTC's end user can attempt to complete a call to the line.

25.6.2 Inward Operator Services are provided over trunk groups ordered by ANTC or its alternate operator service provider to the NYNEX TOPS switch(es) as specified by NYNEX

25.6.3 Inward Operator Services cannot be provided on ported telephone numbers or telephone numbers which forward **calls** using Call Forwarding Variable service features.

25.6.4 NYNEX will provide BLV and BLV/I for telephone numbers provided in its operating territory.

25.6.5 The NYNEX operator will respond to one telephone number per call on requests for BLV or BLV/I.

25.6.6 NYNEX will designate which TOPS switch(es) services which NXXs and make **such** information available to ANTC.

25.6.7 ANTC shall order Inward Operator Services as set forth in this Section.

25.6.8 Rates and Charges for Inward Operator Services are set forth in the Pricing Attachment.

25.7 Operator Service ('OS')

At ANTC's election, NYNEX shall provide for the routing of Operator Services ('OS') **calls** dialed by ANTC **subscribers** directly to either the ANTC Operator Services platform or to the NYNEX Operator Services platform as specified by ANTC pursuant to the following terms and conditions:

25.7.1 NYNEX will offer OS to ANTC customers served by ANTC switches over separate trunk groups ordered by ANTC to the NYNEX TOPS switch(es) as specified by NYNEX. Access to the NYNEX OS platform from ANTC's local switch requires that ANTC utilize Feature Group C Modified Operator Services Signaling. The IOF mileage rate for the facility will be based on airline mileage using V&H coordinate methods from the ANTC location to the

nearest NYNEX TOPS. Trunk terminations at the TOPS switch(es) require ANTC to purchase trunk ports at rates specified in the Pricing Attachment. For each trunk group, ANTC must indicate the branding option selected as set forth in Sections 25.2.3(a) preceding. NYNEX also provides ANTC, using the unbundled local switching element, access to this optional service either through dedicated IOF and trunk ports or on shared operator service trunks between the end office in which they have unbundled local switching ports and the TOPS switches. Additional per minute of use (MOU) local switching charges will apply for all calls which interconnect from the unbundled local switching ports to the NYNEX TOPS at rates set forth in the Pricing Attachment.

25.8 0+ Mechanized Operator Calls (Calling Card, Collect, Bill to Third Number):

At ANTC's election, NYNEX shall make available to ANTC the ability for ANTC to provide their end user the ability, through the mechanized NYNEX operator interface, to complete calls via 0+ dialing with alternate billing capabilities without live operator assistance pursuant to the terms and conditions set forth below. Alternate billing call completions can be Calling Card, Collect or Bill to Third Number.

25.8.1 0+ Mechanized calls may be provided over the same DA trunk groups which establish interconnection from the ANTC switch or the trunk groups which provide interconnection from the ANTC unbundled local switching line ports to the NYNEX TOPS.

25.8.2 Rates for requests for 0+ Mechanized Calls will be billed to ANTC and are set forth in the Pricing Attachment. In addition, for calls originating from a facilities-based ANTC switch or for calls from ANTC unbundled local switching line ports, there will be charges to terminate the call from the TOPS tandem to the called party. These include the per minute of use UTTC assessed for each call transported between the TOPS tandem and the end office, the per minute of use TTSC assessed for each call that traverses a NYNW tandem switch, and the appropriate per minute of use charges for reciprocal compensation (UNRCC or UCRCC) depending on the terminating end office switch, as set forth in the Pricing Attachment.

25.9 0- Operator Handled Calls (Calling Card, Collect, Bill to Third Number)

At ANTC's election, NYNEX shall make available to ANTC the ability to provide ANTC's end user, through the NYNEX operator, the ability to complete intraLATA calls via 0- dialing with alternate billing capabilities and live operator assistance pursuant to the terms and conditions set forth below. Alternate billing

call completions can be Calling Card, Collect or Bill to Third Number, Station to Station and Person to Person.

25.9.1 O- Operator Handled Calls may be provided over the same DA trunk groups which establish interconnection from the ANTC switch or the trunk groups which provide interconnection from the ANTC unbundled ~~local~~ switching line ports to the NYNEX TOPS.

25.9.2 Rates for requests for O- Operator Handled Calls will be billed to ANTC and are set forth in the Pricing Attachment. In addition, for ~~calls~~ originating from a facilities-based ANTC switch or for calls from ANTC unbundled local switching line ports, there will be charges to terminate the call from the TOPS tandem to ~~the~~ called party. These include the per minute of use UTTC assessed for each call transported between the TOPS tandem and the end office, the per minute of use TTSC assessed for each call that traverses a NYNEX tandem switch, and the appropriate per minute of use charges for reciprocal compensation (UNRCC or UCRCC) depending on the terminating end office switch, as ~~set~~ forth in the Pricing Attachment.

25.10 Operator Emergency Bulletin Service

At ANTC's election, NYNEX shall provide ANTC with emergency numbers of police, fire, ambulance and Public Safety Answering Points (PSAP) in the NYNEX serving area so that ANTC operators can connect callers directly to the proper emergency bureaus pursuant to the following terms and conditions.

25.10.1 NYNEX shall make available the NYNEX Operator Emergency Bulletin Service which lists the emergency, ~~police, fire,~~ ambulance and PSAP telephone numbers by municipality in alphabetical order for each of the areas served by NYNEX

25.10.2 NYNEX shall make available Operator Emergency Bulletin Service for use by ANTC operators for the sole purpose of assisting callers in reaching an emergency bureau.

25.10.3 Operator Emergency Bulletin Service is a ~~copy of~~ NYNEX's own emergency bulletin. This agreement includes one annual copy of the bulletin plus periodic updates during ~~the~~ year. ~~Independent~~ telephone companies' emergency numbers are not included.

25.10.4. Rates and charges for Operator Emergency Bulletin service are set forth in the Pricing Attachment

25.1.1 Operator Passthrough Service

At ANTC's election, NYNEX shall provide ANTC's end users with access to operators of their Presubscribed IXC for operator assisted call completion pursuant to the following terms and conditions:

25.11.1 This option applies only when the Presubscribed IXC provides Operator Services for ANTC's end users for calls originating from a particular LATA and is capable of receiving calls passed through it by NYNEX in that LATA

25.1.1.2 NYNU: will, when requested by ANTC's end user, connect that end user to a specified IXC for operator call completion provided that IXC offers operator services in that end use h originating LATA and is capable of receiving calls passed through to it by NYNEX in that LATA

25.11.3 If the IXC does not provide Operator Services for ANTC's end user, at the option of the IXC, NYNEX will provide ANTC's end user with access to an IXC designated Operator Services Provider or to a NYNEX provided announcement which will direct ANTC's end user to contact their Presubscribed IXC for dialing instructions.

25.1.1.4 The Operator Passthrough charge is applied on an operator work second basis, and rated using the 0-Operator Handled calls in the Pricing Attachment

25.11.5 ANTC will be assessed this charge on calls that are passed through to either the Presubscribed IXC's operator, or a NYNEX provided recording indicating that the IXC does not provide service in that area.

25.11.6 Rates and charges applied to Operator Passthrough Service are set forth in the Pricing Attachment

26.0 GENERAL RESPONSIBILITIES OF M E PARTIES

26.1 Both NYNEX and ANTC shall use their best efforts to comply with the Network Interconnection Schedule set forth in Attachment 4.0.

26.2 At all times, NYT shall provide the same quality and level of interconnection, access to Unbundled Network Elements and Wholesale Services as that provided to itself, its affiliates and any other Telecommunications Carriers consistent with its obligations and duties under the Act.

26.3 The Parties shall exchange technical descriptions and forecasts of their Interconnection and traffic requirements in sufficient detail necessary to establish the Interconnections required to assure traffic completion to and from all Customers in their respective designated service areas. ANTC, for the purpose of ubiquitous connectivity, network diversity and alternate routing, shall connect to at least one Tandem Office Switch for the receipt/completion of traffic to any NYNEX End Office Switch. The Parties shall establish, as part of the Joint Grooming Plan, overflow routing and diversity plans.

26.4 Thirty (30) Days after the Effective Date and each quarter during the term of this Agreement, each Party shall provide the other Party with a rolling, six (6) calendar month, non-binding forecast of its traffic and volume requirements for the services and Network Elements provided under this Agreement in the form and in such detail as agreed by the Parties. Notwithstanding Section 36, the Parties agree that each forecast provided under this Section 26.4 shall be deemed "Proprietary Information" under Section 36.1.1.

26.5 Any Party that is required pursuant to this Agreement to provide a forecast (the "Forecast Provider") or the Party that is entitled pursuant to this Agreement to receive a forecast (the "Forecast Recipient") with respect to traffic and volume requirements for the services and Network Elements provided under this Agreement may request in addition to non-binding forecasts required by Section 26.4 that the other Party enter into negotiations to establish a forecast (a "Binding Forecast") that commits such Forecast Provider to purchase, and such Forecast Recipient to provide, a specified volume to be utilized as set forth in such Binding Forecast. The Forecast Provider and Forecast Recipient shall negotiate the terms of such Binding Forecast in good faith and shall include in such Binding Forecast provisions regarding price, quantity, liability for failure to perform under a Binding Forecast and any other terms desired by such Forecast Provider and Forecast Recipient. Notwithstanding Section 36, the Parties agree that each forecast provided under this Section 26.5 shall be deemed "Proprietary Information" under Section 36.1.1.

26.6 Subject to and within the limitations and constraints of each Party's network, each Party is individually responsible (A) to provide facilities within its network which are necessary for routing, transporting, measuring; and (B) for billing traffic from the other Party's network; and (C) for delivering such traffic to the other Party's network, in the industry-standard format compatible with the other Party's network and to terminate the traffic it receives in that standard format to the proper address on its network. See BOC Notes on the Network (SR-TSV-00275) for the description of the design of local exchange carrier network. Such facilities shall be designed based upon the description and forecasts provided under Sections 26.3 - 26.5 above. The Parties are each solely responsible for